

# Ukraine United

## Official Photo Contest Rules

### I. **Contest Sponsor**

The Ukraine United photo contest is sponsored by the U.S. Department of State Embassy Kyiv (the “Contest Sponsor”).

The Ukraine United photo contest will be conducted by the New Media Unit of the Contest Sponsor via email and on the Contest Sponsor’s website and Facebook page from March to April 2014. The goal of the photo contest is to support Ukraine’s territorial integrity, sovereignty, and independence via photography, attracting more attention to the topic, engaging more people, and promoting discussion of a united independent Ukraine.

The competition is open to people aged 14 and above.

### II. **Platform(s)**

The photo contest will be conducted via email, the Contest Sponsor’s website and will be featured on the Facebook social media platform.

### III. **How To Enter**

Participants must take an original still photograph, related to the unity of Ukraine.

Once a photograph is emailed to the contest address

[ukrainephotocontest@gmail.com](mailto:ukrainephotocontest@gmail.com), it is considered a final submission and may not be modified, edited, or replaced. Individual contestants may submit no more than 3 photographs. Participation in this contest is automatically deemed as acceptance of these Official Contest Rules. A submission must be an original photograph, digital or analog, taken by the contestant.

**Submission:** Email photo to U.S. Embassy Kyiv at [ukrainephotocontest@gmail.com](mailto:ukrainephotocontest@gmail.com)

**Registration:** All photographs sent to the designated email address

[ukrainephotocontest@gmail.com](mailto:ukrainephotocontest@gmail.com) are entered automatically into the contest. After the initial public viewing period on Facebook and our website the top 20 contestants as determined by the Contest Sponsor’s New Media Unit will be contacted via email and will be required to provide their (i), name or UserID, (ii) country of citizenship, (iii) country of residence, (iv) e-mail address, (v) confirmation that they are at least 14

years of age, and (vi) proof of parental consent if the contestant is under the age of 18.

#### **IV. Content Requirements**

- a. Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local laws and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to the Contest Sponsor, or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience.
- b. Submissions must be original content created by the Contestant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights (except as expressly permitted below in (d)). The Contest Sponsor recognizes no allowance for "fair use" of copyrighted material, nor does the Contest Sponsor recognize allowances for use of licensed materials created or owned by a third party.
- c. The Contest Sponsor reserves the right to disqualify, at its sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.
- d. By submitting a photo to the contest, the Contestant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the photo (or from the individuals' parent/legal guardian if any such individuals are considered a minor in their country of residence), and that he or she has obtained the necessary rights, licenses, consents, and permissions to use all material such as music, images, text and other content in the submission. The Contestant further affirms that he or she is prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the Photo Submission at the Contest Sponsor's sole and absolute discretion.
- e. Only three photo entries per person will be accepted. Additional entries from the same person will be discarded. If a person wishes to submit a fourth photo for consideration, that person must delete one or more of the previous photos to withdraw them from consideration.

- f. Participants must be the sole owner of the copyright of any image submitted. The submission of the photo is their guarantee that they are the author and/or copyright holder of the photo. The photo must comply with any and all applicable copyright laws.
- g. The photo entry must not plagiarize any other individual and be the sole work of the author of the photo entry for the competition.
- h. Photos must be appropriate for posting on a government website. Obscene, provocative or otherwise questionable content will not be considered. The Contest Sponsor retains sole discretion as to what constitutes inappropriate content.
- i. No more than one photo from a single person will be considered by the judges for a prize.
- j. **Technical Format Requirements**  
**Photo submissions** must follow technical format requirements for posting on the Facebook platform – the Contest Sponsor’s New Media Unit will post the photographs on behalf of the contestants. Submissions should not have any visible watermarks, signatures, or personally identifiable information.
- k. **Retouching of Photos:** The submitted photograph(s) cannot be significantly retouched: nothing in the photograph(s) (people, animals, scenery, objects, etc.) may be altered, removed, augmented or rearranged. Cropping is permitted, as is modest darkening or lightening of parts of the image.
- l. In the event of any question or difference of view regarding compliance with, interpretation, or application of these Content requirements or other provisions of these Official Contest Rules, the Contest Sponsor reserves the exclusive right to resolve such questions or differences of view in their sole discretion.

## V. Eligibility

- a. Contestants must be at least 14 years old on the date of entry into the contest. Parental or legal guardian consent is required for minors under the age of 18. Contestants must be residents of Ukraine and may not be U.S. citizens or lawful permanent residents of the U.S.
- b. The contest commences at 12:00 (Kyiv time), on March 19, 2014. Photos may be sent between 12:00 (Kyiv time), on March 19, 2014 and 12:00 (Kyiv time), on April 14, 2014. Judging begins at 13:00 (Kyiv time), on April 14, 2014.
- c. The individual submitting the photo(s) will be considered the Contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by

an individual. In order to be eligible for the prize, the Contestant must provide complete and accurate information.

- d. The following individuals are not eligible to participate in the contest: Employees, interns, directors, and officers of: the Contest Sponsor, the Platform(s), the U.S. Government, or contractors of the U.S. Government; or distribution agencies, web design agencies, advertising agencies, fulfillment agencies, as well as judging and Contest agencies involved in the administration, development, fulfillment, and execution of this Contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same households of each such individual.
- e. Once a photo submission has been accepted for entry into the contest, the contestant's name or User ID, if they wish to remain anonymous, and country may be publicly identified at the sole discretion of the Contestant.

## **VI. Selection of Winners**

### **a. Judging Criteria**

All photos will be screened by the Contest Sponsor to ensure compliance with these Official Contest Rules and Terms of Service of Facebook. Any photos that do not comply will not be posted. The Contest Sponsor reserves the right in its sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning photo submission has fully complied with these Official Contest Rules before allowing the photo on the contest site, awarding a prize, recognizing as a winner, etc.

The Contest Sponsor's contest jury is comprised of three Public Affairs section staff members:

- Public Affairs Counselor
- Information Officer
- Assistant Information Officer

The photo entry should:

- Comply with the theme: Ukraine United
- Meet above Content Requirements:

### **Judging Process**

In the case of 2 or 3 photo entries by the same Contestant, the Sponsor will have the sole right to select which photo will be submitted for final judging. The

Sponsor will choose the top 20 photos overall based on theme for final judging. Each member of the jury will award a score from 1 to 20 to each of the 20 potential winning entries. The scores will be based on composition and reflection of the main theme. The three lowest final scores by rank order (the photos that received the most 1st, 2nd, 3rd, and so on place designations) will be the 3 winners.

b. **Winners**

Each winner will be required to sign and return to the Contest Sponsor an affidavit of eligibility and liability/publicity release, provide a short bio, and a brief statement about the submission; otherwise they will be ineligible for any prize. The inability of the Contest Sponsor to contact a potential winner may result in disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

c. **Potential winners will be notified via the email that they used to submit the photo entry. Contestants have the right to not have any personally identifiable information published or broadcast.**

1. Winners will be notified before a public announcement. Winners have to confirm the acceptance of the prize in an e-mail message reply within 3 calendar days. If the acceptance is not confirmed by the required date, the Contest Sponsor reserves the right to select an alternate winner.
2. The winners will be announced on the Contest Sponsor's Facebook page on April 18, 2014.
3. The Contest Sponsor accepts no responsibility for any taxes or social security payments that may be due on this prize award. Participants accept full responsibility for making any necessary payments to Ukrainian authorities.
4. There will be no cash or other alternative to the prizes offered and prizes are non-transferable.
5. The Contest Sponsor is not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other reason.

**VII. Prize**

- a. There are three prizes for this competition, point-and-shoot cameras. Exact camera models are to be announced during the contest.
- b. The winners will be notified by an e-mail sent by the Contest Sponsor.

- c. The winners have to confirm the acceptance of the prize in an e-mail reply within 3 calendar days. If the acceptance is not confirmed by the required date the Contest Sponsor reserves the right to select an alternate winner.
- d. The Contest Sponsor accepts no responsibility for any taxes or social security payments that may be due on this prize award. Participants accept full responsibility for making any necessary payments to Ukrainian authorities.
- e. There will be no cash or other alternative to the prizes offered and prizes are non-transferable.

#### **VIII. Liability and Rights**

- a. The Contest Sponsor does not necessarily endorse any submitted photo, messages or advice expressed therein, and the Contest Sponsor expressly disclaims any and all liability in connection with the submitted photos, including disputes between collaborators related to a submission.
- b. The Contest and its sponsor do not permit copyright infringing activities or infringement of any other intellectual property rights, and the Contest Sponsor reserves the right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights.
- c. Contestants retain sole ownership of their original work. The submission remains the intellectual property of the Contestant, and the Contest Sponsor and U.S. Government make no claim of copyright as to the work of any individual who enters the contest. You specifically agree to give the Contest Sponsor permission to use all content you submit for purposes of judging the contest. Finalists will be required to grant the Contest Sponsor, with proper attribution through whatever means they deem appropriate, a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or display the photo submission, in any media formats and through any media channels in perpetuity in connection with the activities and operations of the Contest.
- d. The Contestant assumes sole responsibility for the contest submission and the material contained in it, and also for the consequences of submitting or posting it.
- e. The Contest Sponsor reserves the right at any time, to verify the validity of entries and of Contestants and to disqualify any Contestant or entry deemed not in compliance or any entry deemed not in accordance with these Official Contest Rules. The Contest Sponsor also reserves the right to request further documentation, at its sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules. If a prize or any portion thereof, is

unavailable, the Contest Sponsor, in its sole discretion, reserves the right to substitute the prize with another prize of equal or greater value and/or specification.

- f. If this Contest is interfered or tampered with in any way by a Contestant, or a person acting on the Contestant's behalf, or, if, as a consequence of such interference, the Contest is not capable of being reasonably conducted in the manner anticipated by the Contest Sponsor, the Sponsor reserves the right, in its sole discretion and to the fullest extent permitted by law to disqualify any interfering Contestant and/or modify, suspend, terminate or cancel the Contest.
- g. In addition, the Contest sponsor reserves the right, at any time and in its sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (a) has violated the Official Contest Rules; (b) has violated the Terms of Use of Facebook; (c) is acting in bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- h. The Contest Sponsor reserves the right to modify, suspend, terminate or cancel the Contest at its discretion for any reason. The Contestant agrees to defend, indemnify and hold harmless the Contest Sponsor and Facebook, their parent, subsidiary and affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from (a) your use and access to Facebook in connection with the Contest; (b) your violation of these Official Contest Rules or Facebook Terms of Service; (c) your violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary right in connection with the Contest; or (d) any claim that your Contest Submission(s) caused harm to a third party. This defense and indemnification obligation will survive indefinitely beyond the conclusion of the Contest and your use of the Contest and Facebook sites.
- i. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law.
- j. The Contest sponsor and the U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data, but cannot be liable for its full protection. Identifying information provided by contestants will be managed and stored by the Contest Sponsor.
- k. Neither the Contest Sponsor nor Facebook is liable for any disputes between collaborators related to a Contest submission.

- i. At its sole discretion, the Contest Sponsor may contact Contestants to propose collaboration on additional projects.

## **IX. Limitations of Liability and Release**

- a. The Contest Sponsor assumes no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the Contest. The Contest Sponsor assumes no responsibility or liability for technical problems, or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Contest site in whole or in part for any reason; traffic congestion on the Internet or the Contest site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest.
- b. The Contest Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Contest Rules, or any inaccurate or incorrect data contained on the contest site. Use of the Contest site is at the user's own risk. The Contest Sponsor is not responsible for any personal injury, property damage, or losses of any kind which may be sustained to the user's or another person's computer equipment resulting from participation in the Contest, use of the Contest site or the downloading of information from the Contest site. By participating in the Contest, the Contestant releases the Contest Sponsor from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest.

## **X. Publicity**

- By entering the competition the candidate agrees that in case of winning any prize his/her work will be published on the Contest Sponsor's Facebook page and website.



- The winner agrees that his/her photographs can be used in any publicity arranged by the Contest Sponsor about this competition.